

**SOLID WASTE AND RECYCLABLES  
COLLECTION AND TRANSPORTATION  
FOR THE TOWN OF FREMONT, NEW HAMPSHIRE**

This Agreement made and entered into this 25<sup>th</sup> day of APRIL, 2019 by and between the Town of Fremont, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of Connecticut and having a place of business at 4 Liberty Lane West, Hampton, New Hampshire 03842, (hereinafter referred to as the "Contractor").

**WITNESSETH:**

Whereas, the Town desires to hire the Contractor to provide residential collection and transportation of Municipal Solid Waste ("MSW") and Recyclables, within the boundaries of the Town.

Now, therefore, in consideration contained herein, the Town and the Contractor hereby agree as follows:

**Section 1. Definitions**

- A **Municipal Solid Waste ("MSW")**: Non-baled solid waste normally disposed of by households and small businesses in the State of New Hampshire not including, Bulky Waste, Construction and Demolition Debris, Yard Waste, Cathode Ray Tubes, and White Goods; as defined herein, and not containing any Hazardous Waste.
- B **Recyclable Materials**: Shall include items as specified on Exhibit B attached hereto or other such materials as the parties may agree to in writing.
- C **Bulky Waste**: A large item or bundle, other than commercial construction and demolition debris, hazardous waste, White Goods or CRT's, which cannot fit into a container or bag. Items shall include, but not be limited to: tables, chairs, couches, beds, mattresses, bedsprings and is acceptable at the MSW Disposal site.
- D **Construction and Demolition Debris**: Bulky Waste Building Materials resulting from the process of construction, remodeling, repair, and demolition activities.
- E **White Goods**: Any large metal items, which cannot fit into a container or bag. Items shall include, but not be limited to: dishwashers, washing machines, stoves, dryers or any appliance that contains Freon (refrigerators, air conditioners, freezers, dehumidifiers).
- F **Cathode Ray Tube (CRT's)**: Any glass tube used to provide the visual display in televisions and computer monitors as defined by the State of New Hampshire's Hazardous Waste Rules ENV-WM 1101, "Universal Wastes".
- G **Yard Waste**: Consisting of, but not limited to: leaves, grass, pine needles, logs, or brush.
- H **Residential Unit**: A dwelling unit such as a home, trailer, condominium, or townhouse dwelling. For the purposes of this Agreement, Residential Unit shall

include only those residential locations identified by the Town that are to be serviced under this Agreement.

- I Approved Resident User: Any occupant of a Residential Unit such as owner, renter or Lessee.
- J Cart: A plastic container not exceeding sixty-four (64) gallons in capacity to be used for the storage and setout of MSW and Recycling at Residential Units.
- K Disposal Site: A facility operated by the Contractor or its affiliate that will receive and dispose of solid waste and is legally empowered to accept same.
- L Material Recovery Facility ("MRF"): Location to be maintained by the Contractor for the purpose of sorting and preparing Recyclable Materials for market.
- M Hazardous or Unacceptable Waste: See Exhibit A attached hereto.
- N. Commercial Properties: Commercial Properties that the Town has designated for curbside pickup.

## Section 2. Term of Agreement

The Contractor shall have the exclusive right to provide the services outlined in this Agreement. The initial term of this Agreement shall be eight (8) months, May 1, 2019 through December 31, 2019. The Agreement shall be automatically extended for a term of four (4) years, January 1, 2020 through December 31, 2023, upon approval of the Agreement by the Town of Fremont voters at the March 2019 Annual Town Meeting or at a special Town meeting. The term of this Agreement shall be four (4) years and (8) months effective on May 1, 2019 through December 31, 2023, unless sooner terminated as provided herein. Additionally, the Town shall have the option, with the consent of the Contractor, to extend the term of this Agreement for an additional five (5) year term by notifying the Contractor of its intent to exercise this right not later than (30) days prior to the end of the then current term. Annual renewals and any subsequent extension of term are contingent upon approved funding at the Town Meeting.

## Section 3. Scope of Services

### **MSW Collection:**

The Contractor shall be responsible for the collection, transportation and disposal of MSW from Approved Residential Units and Commercial Properties non-hazardous waste generated within the Town. Collection shall be in accordance with customary MSW collection practices. All MSW shall be in sixty-four (64) gallon wheeled carts provided by the Contractor designed for automated lifting. The Contractor is required to collect only MSW that is contained in the wheeled cart provided. Residents shall be required to set the cart within 4' of the edge of the roadway in a location accessible to the collection vehicle. The Contractor will place a sticker on any unacceptable materials contained in the Cart, that happen to be observed during the normal course of collection, explaining why the material is unacceptable. A sticker will also be placed on Carts that are overflowing and the lids cannot be completely shut.

The Contractor shall be responsible for the provision of containers and collection of MSW and Recyclable Materials from the following municipal locations:

Location	Quantity	Container/Size	Type
Fremont Public Library 7 Jackie Bernier Drive	1	2 cubic yard container	MSW
	1	96-gallon cart	Recyclable Materials
Fremont Safety Complex 425 Main Street	1	4 cubic yard container	MSW
	1	96-gallon cart	Recyclable Materials
Little League Fields 563 Main Street (Parking Lot)	1	6 cubic yard container	MSW
Little League Fields 563 Main Street (Concession Stand)	1	6 cubic yard container	MSW
Ellis School 432 Main Street	1	10 cubic yard container	MSW
	1	10 cubic yard container	Recyclable Materials

Containers will be collected weekly unless otherwise directed by Town.

#### **Bulky Waste Collection:**

The Contractor shall perform Bulky Waste Collection Services in the Town on a schedule as determined by the Town and agreed to by the Contractor. Contractor will provide up to two (2) bulky pickups per year, the Town can elect to have both, one or no bulky pickups per year. Contractor will deliver fourteen (14) thirty (30) yard containers per event to a location in the Town of Fremont as directed by the Town. Disposal will be the Town's responsibility under the Southeast Regional Disposal District 53-B ("53-B Agreement").

#### **Disposal of MSW:**

The Contractor shall transport MSW for disposal to the Waste Management Turnkey Recycling and Environmental Enterprises facility ("TREE") located in Rochester, New Hampshire under the 53-B Agreement. Town shall pay all tipping fees for MSW in accordance with said Agreement. Should the 53-B Agreement terminate, or should the Town choose to end its participation under the Disposal District, then Contractor shall assume responsibility for the proper disposal of the Town's MSW and Bulky Waste at mutually agreed upon disposal rates. Contractor will take title to any and all acceptable MSW upon pick-up and will be responsible for the disposition of such acceptable MSW to the location specified above. Contractor shall not mix any other community's MSW with that of the Town of Fremont, New Hampshire. The Contractor shall not transport or dispose of recyclables or any non-Fremont MSW at TREE under the Town's account.

#### **Recycling Collection:**

The Contractor shall perform Single Stream Recycling (SSR) Collection Services in the Town on a weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated Residential Unit and Commercial Property. The Contractor shall collect and remove all Recyclable Materials which are placed in clearly labeled standard barrels, provided by Town and/or each Residential Unit or Commercial Property, with a capacity of thirty-five (35) gallons or less, at all Approved Residential

Units and Commercial Properties or from some other specifically defined location as agreed to and designated by the parties. The Contractor will place a sticker on any unacceptable materials contained in the barrels that is observed during the normal course of collection, explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclable Materials with MSW except in an emergency situation and with the concurrence of the Fremont Board of Selectmen. The Contractor shall be responsible for the transportation of recyclables to a recyclable receiving facility of the Contractor's choice approved by the Town prior to the execution of this Agreement. The Contractor shall be solely responsible to process recyclable materials at receiving facility. The processing formula to determine the value (positive or negative) of commodities is outlined in Exhibit C and example on Exhibit D.

**Reporting:**

The Contractor shall on a monthly basis, by the 15<sup>th</sup> of the month, submit a written report to the Town that outlines total recycling and MSW tonnages.

**Cart Repair / Replacement:**

The Contractor shall be responsible to repair and or replace any sixty-four (64) gallon MSW carts that are damaged as a result of normal collection activities. Residents will be instructed to contact the Contractor's customer service department to request service to their cart. New approved Residential Units will be entitled to receive one (1) sixty-four (64) gallon cart for MSW upon occupancy. Residents will be responsible for the cost to replace any stolen or damaged cart(s) as a result of resident's negligence or willful misuse of the carts.

**Miscellaneous:**

Town agrees to instruct its residents that all items to be collected shall be placed curbside on approved collection routes by 6:30 am on the collection day.

The Town agrees that with advanced notification to the residents, the Contractor may modify the collection routes so long as each Residential Unit and Commercial Property receives weekly MSW collection service and weekly recycling collection service.

The Contractor shall assist the Town with preparing and printing recycling guidelines, and collection schedules on an annual basis. The Town shall be responsible for any postage to mail or alternate delivery of the guidelines.

The Contractor shall develop a procedure and remedy to resolve residents' complaints which includes providing the Town with the name, e-mail, and phone number of a supervisory level employee for the Town to contact if a complaint cannot be resolved during business hours. The Contractor shall make a good faith effort to resolve all complaints received by telephone or in writing from the Town or from Approved Fremont Users within one (1) business day of receipt. The Contractor shall maintain a Complaint Log setting forth the name and telephone

number of each complainant, date of the complaint, the substance, and the resolution of the matter. The records shall be available for Town inspection at all times during business hours. The Contractor shall provide monthly copies of all complaint log sheets to the Selectmen's Office. The Contractor shall notify all customers about complaint procedures, regulations, and days of collection.

#### Section 4. Compensation

The Town agrees to make monthly payments to the Contractor for the above-referenced services at the rates specified below.

Beginning May 1, 2019 and ending December 31, 2019 for the collection and transportation of MSW, Recyclable Materials in accordance with Section 3, Contractor shall charge a monthly rate of Twenty Thousand Three Hundred Seventeen Dollars and Fifty Cents (\$20,317.50). All invoicing shall occur following the month after which collection services have been provided. Monthly payments shall be due thirty (30) days from date of invoice.

Contractor shall charge \$300.00 per load for the Bulky Waste Collection. The \$300.00 charge means per load per container and includes delivery and removal. The Town shall pay all tipping fees for Bulky Waste delivered by Contractor to TREE under the 53-B Agreement.

Payments shall be sent to: Waste Management  
PO Box 13577  
Philadelphia, PA 19101-3577

#### **Marketing of Recyclable Materials:**

Town shall also exclusively provide to TREE's materials recovery processing facility all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit B ("Specifications) attached hereto ("Acceptable Recyclable Materials"). The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit B, shall remain with Town at all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right upon notice to Town to petition the Town to discontinue collection and processing of any category of Acceptable Recyclable Material as a result of no market existing for such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit C. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as

established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit D.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

#### Fuel Adjustment

Fees assume the current cost of diesel fuel. Given the volatility of the fuel market, it would be necessary to have a mechanism to adjust the fees as fuel costs change. The adjustment would be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost of \$2.70 per gallon (including taxes) of diesel fuel.

The increase or decrease, as determined above will be applied to the volume of fuel used, which Fremont will be fixed at 611 gallons per month. Adjustments will be made annually on January 1 based on the average cost of diesel for the twelve months prior to adjustment (7/1/18 to 6/30/19 for 1/1/20 adjustment).

Fuel Adjustment Example:	Average Fuel Price Per DOE	= \$2.80 per Gal
	Established Baseline Fuel price	= \$2.70 per Gal
	Increase /(decrease)	= (\$0.10) per Gal
	Fuel Adjustment (\$0.10 x 611 Gals)	= \$61.10 per mo

In the above example, the Town of Fremont would pay \$61.10 per month for the twelve months subsequent to the adjustment. We believe this is an equitable approach for all parties and respectfully request your consideration.

#### Rate Adjustments

Fees for collection of MSW, Recyclable Materials and Bulky Waste shall increase by 3% per year. Adjustments will take place on January 1 each year beginning January 1, 2020. The annual contract price increase shall be adjusted for new stops added during the previous year. The number of new stops will be determined by the number of occupancy permits issued by the Town. The annual Contract amount will be adjusted by the current rate per unit in the Contract, which shall be \$154.80 in year one and shall escalate as provided herein. The number of units serviced in year one 1575.

#### Price Change Notification Requirements:

Upon request of the Town, Contractor shall determine and notify the Town of any annual price changes for the following contract year by September 1, provided Town has notified the Contractor of the number of new occupancy permits issued by the Town.

#### Section 5. Time of Collection

Curbside collection of MSW and Recyclable Materials shall be made no earlier than 6:30 a.m. on the scheduled collection days of Thursday and Friday. The Contractor will collect the MSW placed in the cart at the curbside or other specifically detailed location once each week and Recyclable Materials will be collected weekly. Collections will not be made on the following observed holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Should an observed holiday fall on or before a scheduled collection day then the Contractor shall postpone collections that would normally occur on such holidays for one (1) day. For example, Memorial Day falls on a Monday. Since this is before a scheduled collection day, Thursday's regular collection would be postponed until Friday and Friday's regular collection will be postponed until Saturday. If a holiday were to fall on a Friday, then Thursday's regular collection would not be postponed, and Friday's regular collection would be postponed until Saturday.

#### Section 6. Collection Equipment

One collection truck shall be designated for the collection of residential and commercial MSW and one collection truck for residential and commercial Recyclable Materials. The Contractor shall provide an adequate number of vehicles for regular collection services. The vehicles shall be kept in good repair, appearance, in a sanitary condition at all times, and meet all applicable federal, state, and local laws, rules or regulations. Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

#### Section 7. Litter

All MSW and Recyclable Materials hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter.

#### Section 8. Title to Waste

Title to all acceptable MSW and Recyclable Materials, shall be vested in the Contractor upon being placed in his vehicle except as otherwise provided in this Agreement. Title to and liability for all other waste including Hazardous Waste shall remain with the Town or Approved Resident User tendering the Hazardous Material. No Hazardous Material will be collected by the Contractor.

#### Section 9. Disposal and Marketing

All MSW and Recyclable Materials shall be hauled to a site or facility designated by the Contractor that is legally empowered to accept the waste for treatment or disposal or recycling in accordance with all applicable federal, state and local regulations.

#### Section 10. Permits and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein, including but not limited to the operation of the Material Recovery Facility.

#### Section 11. Independent Contractor

The Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

#### Section 12. Routes and Schedules

The Contractor shall provide the Town with schedules of residential collection routes as shown in Exhibit E and keep such information current at all times. It shall be the Resident's responsibility to place the MSW and Recyclable Materials at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each Resident by mail or hand delivery not less than two (2) weeks prior to the change, only after approval by the Town. It shall also provide such information to the Town by the 15<sup>th</sup> of the month to be published on the Town's web site.



The Contractor shall collect MSW and Recyclable Materials from all Approved Residential and Commercial Users on the scheduled collection day. In the event there is a missed pick-up, the Contractor shall collect the MSW or Recyclable Material within twenty-four hours from the time of notice during normal business hours. All calls relating to missed pickups shall be logged by the Contractor and such Log shall be available for inspection by the Town.

The Contractor shall not be responsible to provide the authorized collection services should there be significant delays due to acts of God, unusual weather conditions, highway reconstruction, holidays, weekends, floods, fires, acts of terrorism or other events beyond its reasonable control ("Force Majeure Event"). In the event of an authorized collection delay, an alternate day of collection will be provided.

#### Section 13. Non-Assignment

Neither the Contractor nor the Town shall assign, transfer, convey or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### Section 14. Compliance with Laws and Regulations

The Contractor will comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

The Contractor shall promptly (within five (5) business days) send to the Town copies of all correspondence sent or delivered and received from any agency of the State of New Hampshire, any other State, or the Federal Government relating to Contractor's failure to comply with applicable laws or regulations that may affect Contractor's performance under this Agreement.

The Town has the right to issue reasonable written rules and regulations concerning the Contractor's performance of the Contract related to efficient and reliable performance. Such rules and regulations shall not, however, increase the contractual obligations of the Contractor. The Contractor shall comply with all such rules and regulations.

#### Section 15. Unusual Changes or Costs

The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as change in law, ordinances or regulations. If the Contractor applies for an increase, the Contractor must provide a sixty (60) day written notice of that increase, to the Town. If the Town does not agree to the increased charges, then the Town shall have the right to terminate the Agreement prior to the effective date of the increase without any further obligation to the Contractor.

#### Section 16. Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names and contact information to the Town.
- B. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name and conduct themselves in a professional manner at all times and adhere to the Contractors Rules and Regulations.
- C. Each employee shall, at all times, carry a valid operator's license for the type of vehicle the employee is driving.
- D. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- E. The Town has the right under the Contract to notify the Contractor of any alleged breach of the Contractor's Rules and Regulations or other alleged misconduct by an employee. The Contractor shall promptly investigate the Town's complaint and shall notify the Town in writing of the results of its investigations and any action taken.
- F. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device and all other equipment required by federal, state, or local statutes, regulations, or ordinances.
- G. The Contractor for reasons of race, creed or religion shall deny no person employment.
- H. The Contractor's employees shall not drive vehicles back and forth across the road or leave the pavement.
- I. The Contractor shall pay wages that equal or exceed minimum hourly wages established by federal, state, or local governments.
- J. The Contractor's employees shall comply with all applicable federal, state, and local laws and regulations including OSHA regulations.
- K. The Town has the right to issue written rules and regulations concerning the Contractor's performance of the Agreement reasonably related to efficient and reliable performance. Such rules and regulations shall not, however, increase the contractual obligations of the Contractor or the cost of performing the services.

#### Section 17. Indemnity

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from performance of the Agreement including but not limited to bodily injury, sickness, disease or death, or damage or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent acts or omissions of the Contractor or any of its officers, agents, employees, representatives, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable except to such extent such Losses are caused by the negligent acts or omissions of the Town of Fremont NH.

1.2 The indemnification provisions shall survive termination or expiration of this Agreement.

#### Section 18. Insurance and Bonds

The Contractor shall obtain and maintain Insurance in the name of "Town of Fremont" as an additional insured to the extent of its liability under this Agreement, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below. The Contractor shall provide the Town with certificates of insurance and policy endorsements evidencing the required insurance before performing services under the Agreement.

#### Coverage's

#### Limits of Liability

Worker's Compensation	Statutory	
Employer's Liability	\$3,000,000	
Personal/Bodily Injury Liability	\$5,000,000	Combined Single Limit
Property Damage Liability	\$5,000,000	Combined Single Limit
Automobile Bodily Injury	\$10,000,000	Combined Single Limit
Automobile Property Damage	\$10,000,000	Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

#### Section 19. Nonappropriation

Notwithstanding anything contained in the Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or sufficient funds are otherwise unavailable by any cause whatsoever in any fiscal period for the payments due under this Agreement, the Town shall immediately notify the Contractor of that event and this Agreement shall terminate without penalty or expense to the Town on the last day of the fiscal period for which appropriations have been received or made.

#### Section 20. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town:	Town of Fremont, NH 295 Main Street, PO Box 120 Fremont, NH 03044-0120 Attn: Board of Selectmen
To the Contractor:	Waste Management of New Hampshire, Inc. 4 Liberty Lane West Hampton, NH 03842 Attn: Public Sector Services Manager
and:	Attn: General Counsel

or to such other address as the parties may designate in writing.

#### Section 21. Point of Contact

All dealings, contact etc. between the parties shall be directed by the Contractor to the Town or Town's designee.

#### Section 22. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

#### Section 23. Titles of Sections

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

#### Section 24. Amendment

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

#### Section 25. Severability

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

#### Section 26. Number of Copies

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

#### Section 27. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

#### Section 28. Termination

- A. In the event the Contractor materially defaults in the performance of any of the covenants or Agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:
1. The Contractor shall correct the default: or
  2. In the event of a default not capable of being corrected within thirty (30) days, the Contractor shall commence correcting the default within thirty (30) days of Town's notification thereof, and thereafter correct the default with due diligence.
- B. If the Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies which Town may exercise singly or in combination:
1. The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the Town shall designate; and
  2. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself. All cost for said services in excess of the costs of this Agreement to be borne by the Contractor.
- C. If the Town incurs expenses and/or damages as a result of the Contractor's improper performance of the Contract or the Contractor fails to perform under the Agreement, the Town has the right to reduce monthly payment by the amount of incurred expenses and/or damages prorated for each day of nonperformance. The Town shall promptly notify the Contractor in writing of the specific reasons for and the amount of any such reduction.
- D. If the Contractor is unable, for any cause, to perform its responsibility under this Contract for a period in excess of fourteen (14) calendar days, the Contract shall be void and terminate without further action of the Town and the Town shall be free to negotiate with other Contractors for the operations of said collection service. This breach of contract in no way excuses the Contractor from its financial responsibility to the Town.

Section 29. Entirety

This Agreement, including the Town of Fremont Request for Proposal for Curbside Collection of Municipal Solid Wastes and Recyclables dated September 2018, and Waste Management of New Hampshire, Inc.'s Proposal dated October 18, 2018 attached hereto constitutes the entire Agreement between the parties hereto as to matters contained herein. Should any conflict arise between the documents referenced herein, it shall be resolved first in favor of the Agreement, then the Town's RFP and lastly by the Contractor's proposal. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

Section 30. Applicable Law

This Agreement shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein below written.

Town of Fremont, New Hampshire, a municipal corporation

Board of Selectmen

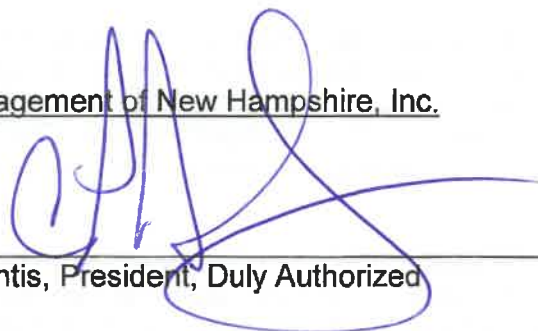
  
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Gene Cordes, Chairman

4-25-2019  
Date

  
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Roger Barham

Waste Management of New Hampshire, Inc.

  
\_\_\_\_\_  
Chris DeSantis, President, Duly Authorized

5/2/19  
Date

## EXHIBIT A

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A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is;
  - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced, amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
  - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A Waste transported in a bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.

7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment, and clothing containing or contaminated with polychlorinated byphenyls (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medial laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.



20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.
23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Washwater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.

## **EXHIBIT B**

### **RECYCLABLES - SPECIFICATIONS**

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Plastics with symbols #5, – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

#### **DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of Customer may not contain more than 10% Non-Recyclables and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit B.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 10% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

## SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

### 1. DEFINITIONS

**"Blended Value" or "BV"** is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.

**"Composition Audit"** means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

**"Company Fee"** means the compensation per Ton for costs incurred by Company to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

**"Contamination Audit"** means the basis by which Customer's Single Stream material are measured to determine the percentage of "Non-Recyclables" present.

**"Customer's Value Share"** means the Customer's percentage of the Blended Value as set forth on Exhibit C.

**"Designated Facility" or "Designated Facilities"** means Company's operations located Billerica, MA or any replacement therefore which receives Customer's Single Stream Materials.

**"Excluded Materials"** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Company.

**"Net Value"** means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer's value share.

**"Non-Recyclables"** means any materials in the Single Stream Materials that are not Recyclables as set forth in Exhibit B.

**"Receiving Hours"** means the regularly-scheduled hours of operation for the Designated Facility

**"Recyclables"** means acceptable materials contained within the Single Stream Materials as set forth and further defined in Exhibit B.

**"Residue"** means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

**"Single Stream Materials"** means all Customer's materials delivered to Company containing Recyclables and Non-Recyclables.

**"Specifications"** means the description of the Single Stream Materials as set forth in Exhibit B.

**"Ton"** means 2,000 pounds.

**"Uncontrollable Circumstances"** means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other

causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

**2. QUANTITY AND QUALITY**

a. During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Customer. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Exhibit B without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables in Exhibit B shall be made upon the mutual agreement of Customer and Company.

b. Customer represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Exhibit B. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.

c. Composition Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.

d. Contamination Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Customer shall be subject to an Excess Contamination Charge.

**3. PRICING/PAYMENTS**

Payments and charges to Customer shall be calculated as set forth on Exhibit C. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Materials. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company within 30 days of date of invoice.

**4. DELIVERIES**

Company shall deliver Single Stream Materials at Customer's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the Designated Facility.

**5. MATERIALS**

a. If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Customer must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to Customer.

b. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

**6. PUBLIC EDUCATION AND OUTREACH**

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Customer shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Company shall provide reasonable assistance to Customer in such efforts.

**7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT**

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.

**EXHIBIT C**  
**ACCEPTABLE RECYCLABLE MATERIAL VALUE**

**1. VALUE SHARE**

Where the Blended Value is greater than the sum of the Processing Fee and Transportation Fee, Town's Value Share is 50% of the difference between the Blended Value and the sum of the Processing Fee and Transportation Fee. When the Blended Value is less than the sum of the Processing Fee and Transportation Fee, Town shall pay Company the difference between the sum of the Processing Fee & Transportation Fee and the Blended Value.

**2. BLENDED VALUE**

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPI" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New York Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPI or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.

Material Component	Commodity Value
Cardboard	PPI OCC #11
Mixed Paper (All other paper)	PPI Mixed Paper #54
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered minus \$.08 per pound)
Steel/Tin	SMP for Steel Cans (Sorted, densified, \$/ton, and delivered)
Plastic #1	SMP for PET (baled, ¢/lb, picked up)
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, ¢/lb, picked up)
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, ¢/lb, picked up)
Mixed Plastics #5	Actual Value
Glass	Actual Value
Residue	Actual Value

**3. CHARGES**

(a) The initial Processing Fee is \$100.00 per delivered ton subject to change in accordance with this Agreement. The initial Transportation Fee is \$40.00 per delivered ton subject to changes in accordance with this Agreement.

(b) The Processing Fee and Transportation Fee shall be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter.

Increases to the Processing Fee and Transportation Fee shall be fixed at 3% unless otherwise adjusted per Section 15. Unusual Changes or Cost.

1. **EXCESSIVE CONTAMINATION**

(a) **Composition Audit.** Where a Composition Audit determines that Customer's percentage of Non-Recyclables exceeds ten percent (10%), among other changes in the composition, the composition table shall be revised to reflect the new composition in order to determine Blended Value. In addition, Customer shall pay Company an Excess Contamination Fee for the percentage greater than 10%. As an example, if Customer's non-Recyclables are 15% Customer shall pay Company for 5% of the total tons delivered in the month multiplied by \$75.00 per ton as compensation for excess non-Recyclables in addition to any other charges owed. Company may net such charge from Customer's Value Share where such Value Share is positive. By way of example:

Blended Value – Processing Fee under the composition table = \$37.33 - \$140.00 = \$102.67 per ton charge

33 tons per month delivered

Excess Contamination Fee = 5% of 33 or 1.65 tons x \$75.00 per ton = \$123.75

Total Charge: \$102.67 x 33 tons + \$123.75 = \$3511.86 per month

(b) **Contamination Audit.** Where a Contamination Audit determines that Customer's percentage of Non-Recyclables exceeds ten (10%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at \$225.00 per ton.

By way of example (if the contamination audit shows 15% contamination):

Blended Value = \$37.33

Company Fee = \$102.67

Excess Contamination = 5%

Excess Contamination Fee = \$225.00

33 tons delivered in the month

Customer Value/Charges =

Value: Blended Value – Company Fee = (\$37.33 - \$140.00) per ton = \$102.67 charge per ton x 33 tons = \$3388.11

Excess Contamination Fee: \$225.00 per ton x 1.65 tons = \$371.25

Total Charge: \$3388.11 + \$371.25 = \$3759.36 for the month

EXHIBIT D

Revenue Share Calculation - Single Stream

Commodity	Index *	Current Composition %	Market Value/Ton	Values	price/lb or ton	lb/ton (if price in lbs)	price/ton	less delivery	lb/ton	delivery/ton	net
OCC (Cardboard)	PPI OCC #11	17.00%	\$ 75.00	\$ 12.75	\$ 75.00		\$ 75.00				\$ 75.00
Mixed Paper (All other paper)	PPI Mixed Paper #54	38.00%	\$ -	\$ -	\$ -		\$ -				\$ -
Aluminum Beverage Cans	Aluminum Cans (Sorted, baled cents/lb, delivered minus \$.08 P SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	1.00%	\$ 1,480.00	\$ 14.80	\$ 0.82	2,000	\$ 1,640.00	\$ 0.08	2000	\$ 160.00	\$ 1,480.00
Steel/Tin Cans	SMP for PET (baled, cents/lb, picked up)	2.85%	\$ 40.00	\$ 1.14	\$ 0.40		\$ 40.00				\$ 40.00
PET (Plastic #1)	SMP for Natural HDPE (baled, cents/lb, picked up)	4.00%	\$ 360.00	\$ 14.40	\$ 0.180	2,000	\$ 360.00				\$ 360.00
Natural HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb, picked up)	0.95%	\$ 840.00	\$ 7.98	\$ 0.420	2,000	\$ 840.00				\$ 840.00
Colored HDPE (Plastic #2)	Actual Value	0.95%	\$ 320.00	\$ 3.04	\$ 0.160	2,000	\$ 320.00				\$ 320.00
Mixed Plastics (Plastic #3-7)	Actual Value	5.50%	\$ 1.92	\$ 0.11	\$ 0.001	2,000	\$ 1.92				\$ 1.92
Glass	Actual Value	19.75%	\$ (47.52)	\$ (9.39)	\$ (47.52)		\$ (47.52)				\$ (47.52)
Residue	Actual Value	10.00%	\$ (75.00)	\$ (7.50)	\$ (75.00)		\$ (75.00)				\$ (75.00)
Total/Blended Value		100.00%	\$	\$ 37.33							
MRF Processing Fee (Annual adjustment)			\$	\$ 100.00							
Transportation Fee (Annual Adjustment)			\$	\$ 40.00							
50% share above Fees				\$ (102.67)							

Blended Value is Calculated Monthly.

\* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.

\* SMP means the higher of the price published at www.SecondaryMaterialPricing.com for the New York Region, first dated price each month, retroactive to the first of the month.

\* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.



## EXHIBIT E

### Trash & Recycling Collection Schedule

#### Trash & Recycling Collection Schedule

##### Thursday Route

Andreski Drive

Ann Lane

Barrell Run

Beach Street

Bean Road

Bean Road

Brentwood Road (Route 111A)

Brown Brook Crossing

Bruce Avenue

Clough Crossing

Cooper Drive

Copp Drive

Danville Road (Route 111A)

Deer Run

Dexter Court

Emerson Drive

Folsom Meadow

Godfrey Lane

Gristmill Lane

Hawthorne Drive

##### Friday Route

Abbott Road

Apricot Lane

Beede Hill Road

Birch Haven

Blackjack Drive (one house in Fremont)

Bluefish Drive

Cavil Mill Road

Chase Road

Chester Road

Christopher Lane

Country Lane

Dakota Drive

Frost Lane

Fuller Way

Gates Lane

Georges Lane

Grapevine Drive

Hall Road

Hooke Road

Hoyt Way

Jacobs Cove

**Thursday Route**

Ingalls Lane

Jackie Bernier Drive

Kadra Street (one house in Fremont)

Karlin Road

Kelsey Drive

Kenniston Lane

Kirstens Landing

LeBlanc Road

Louise Lane

Lyford Drive

Lynette Lane

Martin Road

Main Street - Scribner Road to Brentwood T/L

Meetinghouse Road

North Road

Old Ridge Road

Pigeon Lane

Pine Street

Poplin Drive

Red Brook Road

Risloves Way

Riverside Drive

Robinson Court

Rock n Pines

**Friday Route**

James Road

Kelley lane

Kingman Court

Linda Lane

Main Street - Raymond T/L to Scribner Road

Merrill Lane

Midnight Sun Drive

Moose Meadow Drive

Nathaniel Brown Drive

Paradise Drive (one house in Fremont)

Pollinger Road

Pond Lane

Prescott Road

Pulaski Drive

San Antonio Drive

Sandown Road

Senter Circle

Scribner Road

Sharon Way

South Road

Spaulding Road

Squire Road

Tarah Way

Taylor Lane

Thunder Road

Treaty Court

Victoria Farm Road

**Thursday Route**

Rogers Road

Round Robin Loop

Rowe Drive

Rum Hollow

Sawmill Lane

Shady Lane

Shirkin Road

Sleeper Circle

Sunny Lane

Susans Way

Tavern Road

Tibbetts Road

Tuck Drive

Vetter Drive

Walker Lane

Whitman Drive

Wildwood Drive

**Friday Route**

Whittier Drive

